

STUDENT ID NO

MULTIMEDIA



UNIVERSITY

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# MULTIMEDIA UNIVERSITY

## FINAL EXAMINATION

(TRIMESTER 3, 2019/2020)

### UTS2612-INTERNATIONAL TRADE AND SHIPPING LAW (All Sections / Groups)

11JUNE 2020

Reading Time: 9:00 am -9:15 am

(15 minutes)

Answering Time: 9:15am - 12:15 pm

(3 Hours)

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#### INSTRUCTIONS TO STUDENT

1. Students will have fifteen minutes during which they may read the paper and make rough notes ONLY in their question paper. Students then have the remaining THREE HOURS in which to answer the questions.
2. This Question paper consists of 3 pages with 5 Questions only.
3. Answer **ONE** question in **PART A** and **ALL** questions in **PART B**. All questions carry equal marks and the distribution of the marks for each question is given.
4. Students are only allowed to bring in CLEAN AND ORIGINAL COPY of the following statutes into the exam venue:
  - i. Merchant Shipping Ordinance 1952
  - ii. Carriage of Goods by Sea Act 1950
  - iii. Sale of Goods Act 1957
  - iv. Reciprocal Enforcement of Judgments Act 1958
  - v. United Nations Convention on Contracts for the International Sale of Goods (CISG) 1980
  - vi. Hague-Visby Rules 1968

“Clean” is defined to include no tagging, no annotation either by the publisher or anyone else, and no erased marking. Highlighting and underlining are also prohibited.

5. Please write all your answers in the Answer Booklet provided.

**PART A:****ANSWER ANY ONE (1) QUESTION ONLY****QUESTION 1A**

The United Nations Convention on Contracts for International Sale of Goods, 1980, can be seen as a contribution to harmonizing and unification of international trade law.

Discuss the above statement with special emphasis on the sphere of application of the Convention and the concept of party autonomy. Support your answer with decided cases.

(Total: 25 marks)

**OR****QUESTION 1B**

(1) Discuss the significance of admiralty court in Malaysia.

(10 marks)

(2) Discuss the two types of admiralty jurisdiction.

(15 marks)

(Total: 25 marks)

**Continued...**

**PART B:**  
**ANSWER ALL QUESTIONS**

**QUESTION 2**

Moon Light Shipping Co agreed to carry goods owned by Maxima Co Ltd on board their ship, *The Moon Castle*, from London to Manila. Two separate bills of lading were issued where both of which were endorsed with the provision that "cargo is carried at shipper's risk". The cargo is described in the first bill of lading as "50 motor cars, liberty to carry on deck". The second refers to a consignment of glue, 2,000 tons.

En route to Manila, all the 50 motor cars were washed off deck and the '2,000 tons of glue' were damaged by sea water which seeped into the hold as a result of a defective cooling fin and an air conditioner valve which were left opened during an occasional routine inspection carried out while the ship was at sea.

Examine the carrier's liability under The Hague-Visby Rules.

(Total: 25 marks)

**QUESTION 3**

(1) LiLi & Partners was contacted by the Mediterranean Shipping Company for the registration of one of its ships in Malaysia.

As an admiralty lawyer of LiLi & Partners, advise Mediterranean Shipping Company on the ship registration in Malaysia.

(10 marks)

(2) Discuss the factors to be considered in forming the shipbuilding contracts. Support your answer with decided cases and relevant legal principles.

(15 marks)

(Total: 25 marks)  
Continued...

**QUESTION 4**

(1) Make a brief analysis of the choice of law issues revolving around an international sale contract.

(15 marks)

(2) Assess the salient features of the UNCITRAL Model Law on International Commercial Arbitration 1985 that shapes the formation of new arbitration legislation globally.

(10 marks)

**(Total: 25 marks)**

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